



# City of Loma Linda Official Report

Floyd Petersen, Mayor  
Stan Brauer, Mayor pro tempore  
Robert Christman, Councilmember  
Robert Ziprick, Councilmember  
Charles Umeda, Councilmember

**COUNCIL AGENDA:** January 10, 2006  
**TO:** City Council  
**VIA:** Dennis R. Halloway, City Manager  
**FROM:** Michael Norris, Fire Chief  
**SUBJECT:** Fire Protection Contract

## **RECOMMENDATION**

That the City Council enter into the Fire Protection Services Agreement with the San Bernardino County Consolidated Fire District, CSA 70, and CSA 38.

## **BACKGROUND**

The City of Loma Linda has provided fire prevention and fire protection services to these county areas within the sphere of influence near Loma Linda for many years under previous contracts. This contract is a renewal contract.

## **ANALYSIS**

Loma Linda Fire Department will continue to provide the same level of service to the areas outlined in the contract appendices with the same level of protection afforded the citizens of Loma Linda. This includes Emergency Medical Services as well as fire protection and prevention.

## **ENVIRONMENTAL**

No environmental issues to discuss.

## **FINANCIAL IMPACT**

The District paid Loma Linda \$5,000 per year during the previous contract during the period of F/Y 2000 through F/Y 2005

As stated in Section 9 of the new contract, the District agrees to pay the City of Loma Linda a sum of \$25,000 per year for the duration of this contract for the contract period of five (5) years or until such time as the city annexes all or part of the area included in the contract.



County of San Bernardino

F A S

DISTRICT CONTRACT

FOR COUNTY USE ONLY

<input checked="" type="checkbox"/> New <input type="checkbox"/> Change <input type="checkbox"/> Cancel	Vendor Code	SC	Dept.	A	Contract Number 05-	
District San Bernardino County Consolidated Fire District, County Service Area 70 & County Service Area 38			Dept.		Contractor's License No.	
District Contract Representative Patrice Ashe			Telephone (909) 387-5944		Total Contract Amount \$25,000 annually	
Contract Type <input type="checkbox"/> Revenue <input checked="" type="checkbox"/> Encumbered <input type="checkbox"/> Unencumbered <input type="checkbox"/> Other:						
If not encumbered or revenue contract type, provide reason:						
Commodity Code		Contract Start Date July 1, 2005		Contract End Date June 30, 2010		Original Amount \$25,000
Fund	Dept.	Organization	Appr.	Obj/Rev Source	GRC/PROJ/JOB No.	Amount
Fund	Dept.	Organization	Appr.	Obj/Rev Source	GRC/PROJ/JOB No.	Amount
Fund	Dept.	Organization	Appr.	Obj/Rev Source	GRC/PROJ/JOB No.	Amount
Project Name Loma Linda Fire Protection Services Agreement			Estimated Payment Total by Fiscal Year			
			FY	Amount	I/D	
			FY 05/06	\$25,000		

This Contract is made and entered into in the State of California by and between San Bernardino County Consolidated Fire District, County Service Area 70 and County Service Area 38 (hereinafter referred to as "DISTRICT"), and the City of Loma Linda (hereinafter referred to as "CITY").

Name

CITY OF LOMA LINDA

Attn: Director of Public Safety/Fire Chief

hereinafter called CITY

Address

25541 Barton Road

Loma Linda, CA 92354

Telephone

(909) 799-2850

Federal ID No. or Social Security No.

IT IS HEREBY AGREED AS FOLLOWS:

(Use space below and additional bond sheets. Set forth service to be rendered, amount to be paid, manner of payment, time for performance or completion, determination of satisfactory performance and cause for termination, other terms and conditions, and attach plans, specifications, and addenda, if any.)

FIRE PROTECTION SERVICES AGREEMENT

BETWEEN

SAN BERNARDINO COUNTY CONSOLIDATED FIRE DISTRICT,  
COUNTY SERVICE AREA 70, COUNTY SERVICE AREA 38

AND

CITY OF LOMA LINDA

WITNESSETH:

WHEREAS, it is the intent of the parties hereto that the fire services in a portion of DISTRICT, depicted as "Area A" on attached map, be furnished to DISTRICT by CITY subject to the terms and conditions contained herein; and,

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WHEREAS, it is the intent of the parties hereto that CITY provide fire protection services to "Area A" (as noted above) and that DISTRICT pay CITY for these services.

NOW, THEREFORE, it is agreed as follows:

1. CITY will furnish to "Area A" the same level and quality of fire protection services, including emergency medical response, which it furnishes within its own boundaries.
2. CITY will furnish to "Area A" the same level and quality of fire prevention services, including investigations, pre-fire planning inspections, and cause and origin determination which it furnishes within its own boundaries.
3. CITY will include "Area A" in fire department disaster response planning at the same level CITY furnishes within its own boundaries.
4. CITY is authorized to collect fire prevention inspection fees, in "Area A" consistent with County Ordinance 3442 and the San Bernardino Code Section 16.0211 A (c).
5. DISTRICT will continue to provide fire protection planning and engineering services to "Area A" and agrees to provide CITY with copies of commercial and industrial project conditions upon final approval of the projects by the County.
6. CITY shall submit to DISTRICT a yearly report of all fire services provided in "Area A."
7. CITY shall request a chief officer to respond from DISTRICT when a major incident or wildland fire involves a Second Alarm (or greater), or requires aircraft, bulldozers, crews, or any additional overhead positions to control such an incident. DISTRICT'S chief officer will assume the Incident Command or Unified Command role upon arrival. The District will assume responsibility for operational actions and will also assume all financial obligations for incident mitigation within the contract areas beyond the basic level of service provided by the City
8. Term and Termination - This Agreement shall be come effective July 1, 2005 and continue in effect for five years from the effective date unless canceled by either party. Either party may cancel effective on June 30<sup>th</sup> of any year during the term hereof by giving written notice thereof to the other party not later than March 31<sup>st</sup> of that year.
9. DISTRICT shall pay the sum of \$25,000 per year during the term of this Agreement. Such payment by DISTRICT to CITY will be made semiannually in arrears on or before June 30 and December 31 of each year. Should CITY annex all or any portion of "Area A," or otherwise become legally obligated to provide fire protection services to any or all of "Area A" at any time during the effective period of the Agreement, CITY and DISTRICT agree to pro-rate the actual reimbursement to CITY for those services covered by this Agreement.
10. Indemnification - DISTRICT agrees to indemnify and hold harmless the CITY, its officers, agents, employees or volunteers from any and all claims, actions or losses, damages, and/or liability resulting from DISTRICT'S negligent acts or omissions which arise from DISTRICT'S performance of its obligations under this Agreement.

The CITY agrees to indemnify and hold harmless the DISTRICT, its officers, agents, employees or volunteers from any and all claims, actions or losses, damages, and/or liability resulting from CITY'S negligent acts or omissions which arise from CITY'S performance of its obligations under this agreement.

In the event DISTRICT and/or CITY is found to be comparatively at fault for any claim, action, loss, or damage which results from their respective obligations under the Agreement, DISTRICT and/or CITY shall indemnify the other to the extent of its comparative fault.

Furthermore, if DISTRICT or CITY attempts to seek recovery from the other for Workers Compensation benefits paid to an employee, DISTRICT and CITY agree that any alleged negligence of the employee shall not be construed against the employer of that employee.

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11. Insurance - Without in anyway affecting the indemnity herein provided and in addition thereto, the CITY shall secure and maintain throughout the contract the following types of insurance or self-insurance with limits as shown:

Workers' Compensation - A program of Workers' Compensation Insurance or a state-approved Self-Insurance Program in an amount and form to meet all applicable requirements of the Labor Code of the State and California, including Employer's Liability with \$250,000 limits covering all persons providing services on behalf of the CITY and all risks to such persons under this Agreement.

Comprehensive General and Automobile Liability Insurance or Self-Insurance - This coverage to include contractual coverage and automobile liability coverage for owned, hired, and non-owned vehicles. The policy or self-insurance shall have combined single limits for bodily injury and property damage of not less than one million dollars (\$1,000,000).

Additional Named Insured - All policies or self-insurance, except for the Workers' Compensation, Errors and Omissions and Professional Liability policies, shall contain additional endorsements naming the DISTRICT and its officers, employees, agents and volunteers as additional named insureds with respect to liabilities arising out of the performance of services hereunder.

Waiver of Subrogation Rights - CITY shall require the carriers of the above-required coverages to waive all rights of subrogation against DISTRICT, their officers, employees, agents, volunteers, contractors and subcontractors.

Policies Primary and Non-Contributory - All policies required above are to be primary and non-contributory with any insurance or self-insurance programs carried or administered by the DISTRICT.

Proof of Coverage - CITY shall immediately furnish certificates of insurance or self-insurance to the DISTRICT evidencing the insurance coverage, including endorsements, above required prior to the commencement of performance of services hereunder, which certificates shall provide that such insurance shall not be terminated or expire without thirty (30) days written notice to the DISTRICT, and CITY shall maintain such insurance from the time CITY commences performance of services hereunder until the completion of such services. Within sixty (60) days of the commencement of this Agreement, the CITY shall furnish certified copies of the policies and all endorsements.

Insurance Review - The above insurance requirements are subject to periodic review by the DISTRICT. The DISTRICT'S Risk Manager is authorized, but not required, to reduce or waive any of the above insurance requirements whenever the Risk Manager determines that any of the above insurance is not available, is unreasonably priced, or is not needed to protect the interests of the DISTRICT.

In addition, if the Risk Manager determines that heretofore unreasonably priced or unavailable types of insurance coverage or coverage limits become reasonably priced or available, the Risk Manager is authorized, but not required, to change the above insurance requirements to require additional types of insurance coverage or higher coverage limits, provided that any such change is reasonable in light of past claims against the DISTRICT, inflation, or any other item reasonably related to the DISTRICT'S risk.

Any such reduction or waiver for the entire term of the Agreement and any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this Agreement. CITY agrees to execute any such amendment within thirty (30) days of receipt.

**NOTICES:**

12. Any and all notices permitted or required under this Agreement shall be given to the respective parties at the following addresses, or at such address as the respective parties may provide in writing by registered or certified mail, postage prepaid for this purpose:

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DISTRICT:

San Bernardino County Consolidated Fire District  
Attn: Peter R. Hills, Fire Chief/Fire Warden  
157 W. 5<sup>th</sup> St., 2<sup>nd</sup> Floor  
San Bernardino, CA 92415-0451

CONTRACTOR:

City of Loma Linda  
Attention: Fire Chief  
25541 Barton Road  
Loma Linda, Ca 92354

IN WITNESS WHEREOF, this Agreement has been executed and approved and is effective and operative as to each of the parties as herein provided.

DISTRICT

SAN BERNARDINO COUNTY  
CONSOLIDATED FIRE DISTRICT  
COUNTY SERVICE AREAS 70 AND 38

CITY

\_\_\_\_\_  
(Print or type name of corporation, company, contractor, etc.)

► \_\_\_\_\_  
Bill Postmus, Chairman, Board of Supervisors, acting  
in its capacity as the governing body of District

By ► \_\_\_\_\_  
(Authorized signature - sign in blue ink)

Dated: \_\_\_\_\_

Name \_\_\_\_\_  
(Print or type name of person signing contract)

SIGNED AND CERTIFIED THAT A COPY OF THIS  
DOCUMENT HAS BEEN DELIVERED TO THE  
CHAIRMAN OF THE BOARD

Clerk of the Board of Supervisors  
of the County of San Bernardino.

Title \_\_\_\_\_  
(Print or Type)

Dated: \_\_\_\_\_

By \_\_\_\_\_  
Deputy

Address \_\_\_\_\_  
\_\_\_\_\_

Approved as to Legal Form

Reviewed by Contract Compliance

Presented to BOS for Signature

► \_\_\_\_\_  
County Counsel

► \_\_\_\_\_

► \_\_\_\_\_  
Department Head

Date \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_

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